

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202405027

Originating Department:	Public Works - Engineering
Division/Program: (i.e. Dept. Division and Program)	905900 / Construction
Contract or Grant Administrator:	James E. Lee, P.E. Engineering Manager
Contractor's / Agency Name:	Western Refinery Services, Inc.
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: <u>May 7, 2024</u> (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): <u>Bid No. 24-36</u> Contract Cost Center: <u>108100</u> Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input checked="" type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>877,105.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____ Summary of Scope: Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. This project will complete hot mix asphalt pre-level work at various location in Whatcom County. This contract was awarded through the competitive bid process and received approval for award by the County Council on May 7, 2024. Term of Contract: <u>NA</u> Expiration Date: <u>Project Completion</u>	

Contract Routing:	1. Prepared by: <u>CJH</u>	Date: <u>5-20-2024</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>5/21/2024</u>
	3. AS Finance reviewed: <u>AMY MARTIN</u>	Date: <u>5/24/2024</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>✓</u>	Date: <u>5/14/24</u>
	6. Executive contract review: <u>✓</u>	Date: <u>5/28/24</u>
	7. Council approved, if necessary: <u>AB 2024-285</u>	Date: <u>5/7/24</u>
	8. Executive signed: <u>✓</u>	Date: <u>5/29/24</u>
	9. Original to Council: _____	Date: _____

Elizabeth Kosa
Director



Douglas W. Ranney II, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6200
Fax: (360) 778-6201

Memorandum

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive
Through: Elizabeth Kosa, Director *EK*
From: Douglas W. Ranney II, P.E., County Engineer *DWR*
James Lee, P.E., Engineering Manager *JEL*
Date: May 21, 2024
Re: Hot Mix Asphalt Pre-Level at Various Locations; Bid No. 24-36
Work Order No. 21565
Construction Contracts for Signature

RECEIVED

MAY 28 2024

WHATCOM COUNTY
EXECUTIVE'S OFFICE

Enclosed for your review and signature are two (2) originals of the above-referenced contract between Whatcom County and Western Refinery Services, Inc in the amount of \$877,105.00.

Requested Action

Public Works respectfully requests that the County Executive execute the two (2) attached original contracts. Please sign and/or date where indicated.

Background and Purpose

This contract was awarded through the competitive bid process and received approval for award by the County Council at their May 7, 2024 meeting.

Funding Amount and Source

This project is funded with local road funds and there is sufficient budget authority for this expenditure.

Please contact Carl Hendricks at extension 6260 if you have any questions or concerns regarding this contract.

CONTRACT

Hot Mix Asphalt Pre-Level at Various Location - 2024

Work Order No. 21565

This Contract, made and entered into this 29 day of May, 2024
by and between Whatcom County, Washington, a municipal Corporation and a Charter County
in the State of Washington, hereinafter called the "County" and WESTON REFINERY SERVICES, INC.
hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and
made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work, all in full compliance with the contract documents entitled "Hot Mix Asphalt Pre-Level at Various Locations - 2024, Work Order No. 21565" "Bid Proposal," "Specifications and Conditions," "Contract Forms," and the "Plans and Details" section contained in said contract documents are hereby referred to and by reference made a part hereof.
2. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the above-described work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents, including the schedule of estimated quantities, and unit and lump sum prices in the Bid Proposal, the approximate sum of \$ 877,105.00 the total amount of bid, subject to the actual quantity of work performed, at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. The County hereby appoints and the Contractor hereby accepts the Whatcom County Engineer, as the County's representative for the purpose of administering the provisions of this Contract, including the County's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor, to assess the general performance of the Contractor under this Contract, to determine if the contracted services are being performed in accordance with Federal, State or local laws, and to administer any other right granted to the County under this Contract. The County expressly reserves the right to terminate this Contract as provided in the contract documents, and also expressly the reserves the right to commence civil action for the enforcement of this contract.

5. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
6. The Contractor agrees to comply with all applicable Federal, State, County or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
7. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the County Engineer. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
8. The parties intend that an independent Contractor-County relationship will be created by this Contract. The County is interested only in the results to be achieved, and the implementation of the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the County for any purpose. Employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the County Engineer and shall be subject to the County Engineer's general rights of inspection and review to secure the satisfactory completion thereof.
9. The Contractor agrees and covenants to indemnify, defend, and save harmless, the County and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "County" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the County. In case any suit or cause of action shall be brought against the County on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the County.
 - a. In the event the County is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the County's legal fees, costs and disbursements incurred in establishing the right to indemnification.
 - b. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is

caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence.

10. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract, or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in Whatcom County, Washington.
11. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.
12. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
13. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the County Executive has caused this instrument to be executed by and in the name of the said County, the day and year first above written.

Executed by the Contractor this 14th day of May 2024.

By: [Signature] (SEAL)

Title: President

Contractor: Western Refinery Services, Inc.

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 14th day of May, 2024, before me personally appeared Ryan Likkel, to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

[Signature]
Notary Public, in and for the
State of Washington, residing at:

Lynden, Washington

My commission expires: March 21, 2027



Executed by Whatcom County this 29 day of May, 2024

By: Satpal Singh
Satpal Singh Sidhu
Whatcom County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 29th day of May, 2024, before me personally appeared Satpal Singh Sidhu, to me personally known to be the Executive of Whatcom County described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

Billie Sue Rinn
Notary Public, in and for the
State of Washington, residing at:
Bellingham



My commission expires: 4/13/27

Approved as to form: Christopher Quinn 5/21/2024
Christopher Quinn
Senior Civil Deputy Prosecuting Attorney

CONTRACT BOND**Hot Mix Asphalt Pre-Level at Various Locations - 2024****Work Order No. 21565**

KNOW ALL MEN BY THESE PRESENTS, that Western Refinery Services, Inc.;
as PRINCIPAL, and Philadelphia Indemnity Insurance Company

a corporation duly authorized to do a general Surety business in the State of Washington, as
SURETY, are jointly and severally held and bound unto the COUNTY OF WHATCOM,
OBLIGEE herein, in the sum of

Eight Hundred Seventy Seven Thousand One Hundred Five and 00/100-----;

(\$ 877,105.00), lawful money of the United States, for the payment of which we bind
our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the PRINCIPAL has executed and entered into a certain Contract, with the OBLIGEE,
dated _____ in the Contract described, which Contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the PRINCIPAL shall well and truly perform and fulfill all and every obligation of the covenants,
conditions, stipulations, and agreements in the Contract mentioned to be performed and fulfilled;
and shall promptly make payment to all persons supplying him with labor, equipment and materials
in the prosecution of the work provided for in the Contract; and shall keep the OBLIGEE harmless
and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of
every description incurred in suits or otherwise against the OBLIGEE, growing out of or incurred in,
the prosecution of the work according to the terms of the Contract; and shall repay to the OBLIGEE
all sums of money which the OBLIGEE may pay to other persons on account of work and labor
done or materials furnished on or for the Contract; and if the PRINCIPAL shall in all respects,
faithfully perform said Contract, then this obligation shall be void; otherwise, the same shall remain
in full force and virtue.

It is, however, mutually understood between the parties hereto, that in no event shall the SURETY
be liable for a greater sum than the penalty of this bond.

WITNESS our hands this 17th day of May, 2024

By: [Signature]
(Principal)

Name: Ryan Likkel

Title: President

Contractor: Western Refinery Services, Inc.

By: [Signature]
(Surety)

Name: Philadelphia Indemnity Insurance Company

By: Joshua Wright
(Attorney-in-Fact)

Bell-Anderson Agency, Inc.

(Name of Local Office of Agent)
19401 40th Ave W #440
Lynnwood, WA 98036

(Address of Local Office of Agent)

APPROVED:

Local Agency: Whatcom County

Title: COUNTY EXECUTIVE

By: Satpal Sidhu

Date: May 29, 20 24

Approved as to form: Christopher Quinn 5/21/2024

Senior Civil Prosecuting Attorney

Surety Bond No.: PB00019600176

Wh. Co. Contract No.: 202405027

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Kristin Jackson, Jennifer Lutz, and Joshua Wright of Bell-Anderson Agency, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



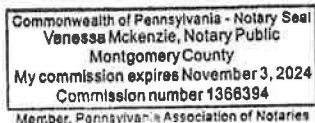
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of May, 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



RETAINAGE INVESTMENT OPTION

Hot Mix Asphalt Pre-Level at Various Locations - 2024

Work Order No. 21565

CONTRACTOR: Western Refinery Services, Inc.

Pursuant to R.C.W. 60.28.010, as amended, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your retainage as described in "Current Expense" option 1 below.

- ☐ 1. **Current Expense:** The County will retain your money in its Current Expense Fund Account until sixty (60) days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- ☐ 2. **Interest Bearing Account:** The County will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- ☐ 3. **Escrow/Investments:** The County will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. If this option is chosen, the bidder shall complete the Escrow Agreement form on the following pages.
- ☒ 4. **Retainage Bond:** The Bidder shall post a retainage bond equal to 5% of the total bid price on this. If this option is chosen, the Bidder shall complete the Retainage Bond form supplied in this document.

Retainage is normally released 45-60 days after final acceptance of work by the County, or following receipt of Washington State Departments of **Labor and Industries / Revenue / Employment Security**, whichever takes longer.


(Contractor's signature)

President
(Title)

ESCROW AGREEMENT

Escrow No. _____
Agency Whatcom County

TO: _____

The undersigned, _____, hereinafter referred to as the Contractor, has directed Whatcom County hereinafter referred to as the Agency, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

The Agency shall deliver to you from time to time, checks or warrants payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name, any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have, pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions or investments recited herein. Attached is a list of such bonds or other securities approved by the Agency. No further approval is necessary if any securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in paragraph 4 of this Escrow Agreement.

The investments selected by the Contractor, approved by the Agency and purchase by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at the address designated below unless within your written consent you are otherwise directed in writing by the Contractor.

You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the Agency's warrants or checks) except in accordance with written instructions

from the Agency. The Agency shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date of the contract underlying this Escrow Agreement is

Upon request by you, the Agency shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

In the event the Agency orders you to do so in writing, and notwithstanding any other provisions of this agreement, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money, together with any other monies, including accrued interest on such securities held by you hereunder, to the Agency.

The Contractor agrees to pay you as compensation for your services hereunder as follows:

Pay ment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the Agency directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any anticipated amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the Agency and Contractor. The Agency and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the Agency and upon so doing, it absolves you from all further charges and obligations in connection with this escrow.

This agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

This instrument contains the entire agreement between you, the Contractor and the Agency with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs to the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement this _____ day of _____, 20____.

Contractor

Agency

By: _____
Signature and Title

Signature and Title

Address

The above escrow instructions received and accepted this ____ day of _____, 20__.

Bank or Trust Company

By: _____

LIST OF TYPE OF BONDS OR SECURITIES THAT ARE APPROVED BY AGENCY

Bills, certificates, notes or bonds of the United States.

Other obligations of the United States or its agencies.

Any Corporation wholly owned by the government of the United States.

Indebtedness of the Federal National Mortgage Association.

Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.

The investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

Bond No. PB00019600177

RETAINAGE BOND

KNOW ALL MEN BY THESE PRESENTS, that Western Refinery Services, Inc.,
A corporation existing under and by virtue of the laws of the State of Washington
and authorized to do business in the State of Washington as Principal, and
Philadelphia Indemnity Insurance Company a corporation organized and existing under the laws of the
Pennsylvania and authorized to transact business in the State of
Washington as Surety, are jointly and severally held and bound unto WHATCOM COUNTY,
WASHINGTON, hereinafter called Obligee, and are similarly held and bound unto the
beneficiaries of the trust fund created by RCW 60.28, in the penal sum of:
Forty three thousand eight hundred fifty five and 25/100----- Dollars
(\$ 43,855.25) which is 5% of the Principal's price on
Contract No. 21565.

WHEREAS, on the _____ the said Principal herein executed a
contract with the Obligee, for Hot Mix Asphalt Pre-Level At Various Locations 2024

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the principal the
sum of 5% from monies earned on estimates during the progress of the construction, hereinafter
referred to as earned retained funds.

AND NOW WHEREAS, Principal has requested that the Obligee not retain any earned retained
funds as allowed under RCW 60.28.

NOW THEREFORE, the condition of this obligation is such that the surety is held and bound unto
the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of 5 percent of the final
contract cost which shall include any increases due to change orders, increases in quantities of
work or the addition of any new item of work. If the Principal shall use the earned retained funds,
which will not be retained, for the trust fund purposes of RCW 60.28, then this obligation shall be
null and void; otherwise, it shall remain in full force and effect until release is authorized in writing
by the Obligee.

PROVIDED HOWEVER that:

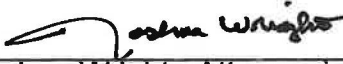
1. The liability of the Surety under this bond shall not exceed 5% of the total amount earned by the Principal if no monies are retained by the Obligee on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time period provided by applicable law.

WITNESS our hands this 17th day of May 20 24.

BY: 

Western Refinery Services, Inc.
Principal

Philadelphia Indemnity Insurance Company


Joshua Wright - Attorney in Fact
19401 40th Ave W #440
Lynnwood, WA 98036

Name and Address Local Office or Agent

APPROVED:

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

By: 

Date: May 21, 20 24.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Kristin Jackson, Jennifer Lutz, and Joshua Wright of Bell-Anderson Agency, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

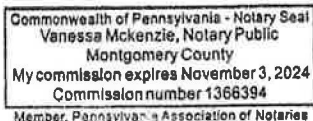


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of May, 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

